

**STATE OF LOUISIANA
BATON ROUGE COMMUNITY COLLEGE**

**REQUEST FOR PROPOSALS
FOR
CAMPUS NATURAL HAZARD PRE-DISASTER
MITIGATION CONSULTANT**

RFP #:131430

PROPOSAL DUE DATE/TIME: OCTOBER 30, 2014

4:00 P.M. CDST

SEPTEMBER 15, 2014

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by Baton Rouge Community College (herein referred to as BRCC) for the purpose of contracting with a consulting firm to prepare a pre-disaster hazard mitigation plan. A hazard mitigation plan will be used to reduce potential losses from future disasters. The intent of mitigation planning, therefore, is to maintain a process that leads to hazard mitigation actions. Mitigation plans identify the natural hazards that impact communities, identify actions to reduce losses from those hazards, and establish a coordinated process to implement the plan. (44 CFR §201.1(b))

The Pre-Disaster Mitigation Grant Program was set in place to reduce overall risk to people and structures, while at the same time, also reducing reliance on federal funding if an actual disaster were to occur.

For more information please see *FEMA's Local Mitigation Plan Review Guide*.

<http://www.fema.gov/media-library/assets/documents/23194>

1.2 Background

Baton Rouge Community College (BRCC) is a fully-accredited, open admissions, two-year comprehensive post-secondary public institution, designed to be accessible, affordable, and of high educational quality. Curricula offerings include associate degrees, certifications, and easily transferable credits to four-year colleges and universities. The student body reflects the diversity of every parish in Louisiana, from more than 17 states, and 18 foreign countries. Committed to workforce, corporate and continuing education, the college enjoys partnerships throughout financial, retail, construction, government, city-parish, communications, petrochemical, journalism (media), chemical, parks and recreation, energy, law enforcement, and non-profit organizations. With state-of-the-art facilities and cutting-edge technology, the college continues to expand to meet the growing demands of an increased student population. More information is available at www.mybrcc.edu.

On July 1, 2013 BRCC absorbed Capital Area Technical College (CATC). The mission of CATC is to deliver instructional programs that provide skilled employees for business and industry that contribute to the overall economic development and workforce needs of the state. CATC provides individuals with quality and relevant learning opportunities consistent with identified student, business and industry needs within a life-long learning environment. More information is available at www.CATC.edu. The enrollment for BRCC including CATC for Fall of 2013 was 8,120.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that BRCC requires of the Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about December 1, 2014 and to continue through November 30, 2016. BRCC has the right to contract for up to three years upon approval.

2.2 Pre-proposal Campus visits

A mandatory pre-proposal visit will be held at each campus/property over a period of three days. The dates and times for these visits are located below. The purpose of the visits is for proposers to become familiar with BRCC properties. Any firm or joint venture intending to submit a proposal must have at least one duly authorized representative attend each of the pre-proposal visits.

Although impromptu questions will be permitted and spontaneous answers will be provided during the visit, the only official answer or position of BRCC will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the visit, questions will be researched and the official response will be distributed in writing and/or posted on the Internet.

Visit location:

BRCC Mid-City
201 Community College Drive
Baton Rouge, La 70806

Visit date and time:

Tuesday September 30, 2014 – 8:00 a.m.

BRCC SBTC
350 N Donmoor
Baton Rouge, La 70806

Tuesday September 30, 2014 – 10:30 a.m.

BRCC Acadian
3250 N. Acadian Thruway E.
Baton Rouge, La 70805

Tuesday September 30, 2014 – 12:00 noon

BRCC Frazier
555 Julia Street
Baton Rouge, La 70802

Tuesday September 30, 2014 – 3:00 p.m.

BRCC Airport
9210 C E Woolman Road
Baton Rouge, La 70807

Wednesday October 1, 2014 – 8:00 a.m.

BRCC Hooper
10700 Hooper Road
Baton Rouge, La 70818

Wednesday October 1, 2014 – 10:30 a.m.

BRCC Folkes
3337 Highway 10
Jackson, La 70748

Wednesday October 1, 2014 –1:30 p.m.

BRCC Jumonville
605 Hospital Road
New Roads, La 70760

Wednesday October 1, 2014 –4:00 p.m.

BRCC Westside
25250 Tenant Road
Plaquemine, La 70764

Thursday October 2, 2014 –9:00 a.m.

BRCC Port Allen
3233 Rosedale Road
Port Allen, La 70767

Thursday October 2, 2014 –11:30 a.m.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Michael Constantin
Director of Purchasing
Baton Rouge Community College
201 Community College Drive
Baton Rouge, LA 70806

(225) 216-8615 / Fax (225) 216-8039 constantinm@mybrcc.edu

BRCC will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 CDST on the date specified in the Schedule of Events. BRCC reserves the right to modify the RFP should a change be identified that is in the best interest of BRCC.

Official responses to all questions submitted by potential proposers will be posted by August 15, 2014 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Only Michael Constantin has the authority to officially respond to proposer's questions on behalf of BRCC. Any communications from any other individuals are not binding to BRCC.

2.4 Definitions

Contractor-the successful proposer who is awarded a contract

Hazard Mitigation - Is any sustained action taken to reduce or eliminate the long-term risk to human life and property from a hazard. Hazard mitigation activities may be implemented prior to, during, or after an event. However, it has been demonstrated that hazard mitigation is most effective when based on an inclusive, comprehensive, long-term plan that is developed before a disaster occurs.

Hazard – Is a natural hazard and is a source of harm or difficulty created by a meteorological, environmental, or geological event.

Proposer-an individual or organization submitting a proposal in response to an RFP

Shall, Must, Will- words used to denote a mandatory requirement

Should, May, Can- words used to denote an advisory or permissible action

2.5 Schedule of Events

| <u>Event</u> | <u>Date</u> |
|---|---------------------------|
| Advertise RFP and mail public announcements | September 17, 2014 |
| Pre-proposal Campus visits | Sept 30 – October 2, 2014 |
| Deadline for receipt of written inquiries | October 9, 2014 |
| Issue responses to written inquiries | October 17, 2014 |
| Deadline for receipt of proposals | October 30, 2014 |
| Announce award of contractor selection | November 14, 2014 |
| Contract execution | December 1, 2014 |

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

It is highly desirable that:

1. The proposer should have been in continuous operation for at least 5 years prior to the date of proposal submitted. The proposer should have combined and demonstrable experience in the areas of emergency management, disaster preparedness, disaster response and hazard mitigation.
2. The proposer should have created and be prepared to share examples of no less than two (2) hazard mitigation plans (either pre or post disaster) that have been adopted by the organization that commissioned the preparation of the plan(s).
3. The proposer should be staffed to perform the following services, or have specific arrangements with sub-consultants to deliver the following services:
 - Research
 - Data collection
 - Strategic planning
 - Geographical Information layers (ArcGIS and Google Earth [Virtual Louisiana])
 - Hazard maps
 - Asset maps
 - Ability to produce creative pieces (graphic design, copywriting, photography)

The proposers should ensure that their proposals contain sufficient information for BRCC to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. BRCC must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for BRCC to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

BRCC reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

BRCC reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by BRCC to award a contract. BRCC reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the BRCC's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

BRCC shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with BRCC, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of BRCC.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of BRCC. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

BRCC shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by BRCC.

3.11 Errors and Omissions in Proposal

BRCC will not be liable for any errors in proposals. BRCC reserves the right to make corrections or amendments due to minor errors identified in proposals by BRCC or the Proposer. BRCC, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

BRCC reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

BRCC reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by BRCC.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 10 business days or if the selected Proposer fails to sign the final contract within 10 business days of delivery, BRCC may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 P.M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Michael Constantin
Director of Purchasing
Baton Rouge Community College
201 Community College Drive
Receiving Building
Baton Rouge, LA 70806

For courier delivery, the street address is the same as above and the telephone number is 225-216-8615. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

BRCC requests that 4 copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment III, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the desirable qualifications in Section 3.1.

5.2.1 Request for Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may

be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3. Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the desirable qualifications in Section 3.1.

5.4. Approach and Methodology

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of BRCC.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 Cost Information

The Proposer shall provide an all-inclusive cost for each task listed on Attachment IV. The Proposer shall also include a Total Cost for all tasks. All costs shall include direct and indirect expenses, such as labor, overhead, travel and copying, as no additional costs shall be paid by BRCC. The Proposer should use Attachment IV to provide cost information.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by BRCC, which will determine the proposal most advantageous to BRCC, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

BRCC reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required

BRCC, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet BRCC's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

EXAMPLE:

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

| CRITERIA | MAXIMUM SCORE |
|--|----------------------|
| 1. Approach and Methodology | 15 |
| 2. Corporate Background and Experience | 30 |
| 3. Proposed Project Staff | 20 |
| 4. Hudson/Veteran Small Entrepreneurship Program | 10 |
| 5. Cost | 25 |
| TOTAL SCORE | 100 |

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.5.2 Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 25)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed total cost of all proposers
 PC = Total cost of proposer being evaluated

6.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the Director of Purchasing on the basis of the responsive and responsible proposer with the highest score.

BRCC will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the Director of Purchasing within 14 days after the award has been announced by BRCC.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Payments to the Consultant for services rendered shall be made following project task completions as stated in Attachment I and Attachment III.

The invoice reflecting the completion of the task shall be submitted directly to the Project Manager. The invoice shall reflect the task completed also show the total of previous payments-on-account to this contract, and the amount due and payable as of the date of the current invoice.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to BRCC's operation which are designated confidential by BRCC and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BRCC. The identification of all such confidential data and information as well as BRCC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BRCC in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by BRCC to be adequate for the protection of BRCC's confidential information, such methods and procedures may be used, with the written consent of BRCC, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of BRCC.

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The contractor shall provide a risk assessment for each BRCC campus, shall develop a mitigation strategy for each campus and shall develop a hazard mitigation plan for each campus. The Contractor shall provide technical plan writing; technical assistance during plan development; data collection, generation, and incorporation for a detailed level 2 GIS risk analysis; and creation of mitigation strategy to be presented to BRCC for review, comment, and determination; and hazard maps and asset maps of each campus. The contractor shall revise the draft plan as needed to create a FEMA approvable final plan within an 18-month period. Payments will be made following project task completions.

The locations that shall be included in the assessment and strategy are:

BRCC Mid-City
201 Community College Drive
Baton Rouge, La 70806

BRCC Frazier
555 Julia Street
Baton Rouge, La 70802

BRCC SBTC
350 N Donmoor
Baton Rouge, La 70806

BRCC Acadian
3250 N. Acadian Thruway E.
Baton Rouge, La 70805

BRCC Westside
25250 Tenant Road
Plaquemine, La 70764

BRCC Folkes
3337 Highway 10
Jackson, La 70748

BRCC Jumonville
605 Hospital Road
New Roads, La 70760

BRCC Port Allen
3233 Rosedale Road
Port Allen, La 70767

BRCC Airport
9210 C E Woolman Road
Baton Rouge, La 70807

BRCC Hooper
10700 Hooper Road
Baton Rouge, La 70818

2 *Tasks and Services*

TASK 1:

1. Contractor will identify hazards to which each campus is exposed.
2. Contractor will prepare a detailed listing by campus following initial identification to create rankings of the hazards to allow further analysis. The contractor shall review qualitative and quantitative methodologies to determine the best matrix on which to base the risk assessment.

TASK 2:

1. Contractor will perform a level 2 GIS risk analysis utilizing detailed local data whenever available on the highest ranked hazards requiring Mitigation Action for each campus. Where data is not readily available, it will be created when sufficient information is provided to generate it. Additionally, the latest version of Hazus will be used to assess hurricane, flood, and earthquake risk for each campus regardless of hazard ranking. <http://www.fema.gov/hazus>

Risk Assessment:

- Provide a description of all natural hazards that can affect the assets of the BRCC campuses;
- Identify the location, extent, previous occurrences and probability of future occurrences for each of the identified hazards;
- Provide an assessment of the vulnerability of assets and the potential impact of each hazard;
- Provide an estimate of potential losses based on best available data, predictive models and address both existing and future assets for the most comprehensive analysis.

2. Contractor will provide asset maps of each campus as well as hazard analysis maps for each hazard by campus, which will be used to guide the Mitigation Action selection process.

TASK 3:

1. Contractor, with coordination and support of BRCC in-kind resources, will develop the Hazard Mitigation Plan to meet requirements set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended by the Disaster Mitigation Act of 2000 and 74 FR 47471 (September 16, 2009 Final Rule).

2. In coordination with BRCC staff, the Contractor will rank Mitigation Action items from Task 2 and insert them into the Plan.

Mitigation Strategy:

- Develop mitigation goals and identify appropriate mitigation actions based on the results of the risk assessment;
- Actions that address the full range of identified hazards;
- Actions that address both existing and future assets;
- Provide an implementation strategy that includes prioritization of mitigation actions including consideration of relative costs and benefits, identification of parties responsible for implementation, funding mechanisms and timelines for implementation.

3. Draft versions of the plan will be provided to BRCC for review (both internal and public) for not less than a two week period.

TASK 4:

1. Following Public Comment period, BRCC will provide comments, feedback, and revision requests to Contractor with resulting plan to be submitted for GOHSEP review.
2. All data created will be the property of BRCC. Data will be provided by the Contractor in tabular (excel) and geospatial format (mxd, geodatabases, hpr) on a CD.

3 *Deliverables*

The Contractor shall provide the following deliverables.

Preliminary Plan

- Two (2) hard copies, in three ring binders, including at a minimum the hazard identification/risk assessment and mitigation strategy sections of the Plan.

Draft Plan

- Two (2) hard copies, in three ring binders, including a complete hazard mitigation plan. This deliverable will incorporate review comments from the Preliminary Plan deliverable and will conform to all requirements of 44CFR Part 201.6 with the exception of resolution(s) of adoption.

Final Plan

- Two (2) hard copies, in three ring binders, including an entire adopted and approved hazard mitigation plan;
- Two (2) CD's containing digital files of the Plan that are identical to the hard copies;
- The Project goal for completion shall be 18 months

4 *Functional Requirements*

NOT APPLICABLE TO THIS CONTRACT.

5 *Technical Requirements*

NOT APPLICABLE TO THIS CONTRACT.

6 *Project Requirements*

The performance of the contract will be measured by BRCC Project Manager, authorized on behalf of BRCC, to evaluate the contractor's performance against the criteria in the Statement of Work. The Project Manager will monitor the services provided by the contractor and the expenditure of funds under this contract. The Project Manager will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

ATTACHMENT II:

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. BRCC requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

- A. E-mail Address: _____
- B. Facsimile Number with area code: () _____
- C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to BRCC to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of 20__, Baton Rouge Community College, hereinafter sometimes referred to as "BRCC", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

1.2 STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposer's response. May be included in an attachment if detail is lengthy.}

1.2.1. GOALS AND OBJECTIVES

1.2.2. PERFORMANCE MEASURES

The performance of the contract will be measured by BRCC Project Manager, authorized on behalf of BRCC, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

1.2.3. MONITORING PLAN

Fabian Blache will monitor the services provided by the contractor and the expenditure of funds under this contract. Fabian Blache will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and BRCC has accepted all deliverables specified in the Statement of Work.

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.2.6. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of BRCC. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract or Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of ____years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES *{This information should be tailored to the specific state resources to be furnished for this contract.}*

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of BRCC and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[*TO BE INSERTED*]. Payments are predicated upon successful completion and written approval by BRCC of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by BRCC of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of (*Name of Designee*).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that BRCC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then BRCC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of BRCC to comply with the terms and conditions of this contract provided that the Contractor shall give BRCC written notice specifying BRCC's failure and a reasonable opportunity for BRCC to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 *TERMINATION FOR NON-APPROPRIATION OF FUNDS*

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless BRCC and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of BRCC. If applicable, Contractor will indemnify, defend and hold BRCC and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against BRCC in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that BRCC shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, BRCC or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for BRCC the right to continue using such item(s)

or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to BRCC up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

BRCC and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of BRCC. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to BRCC.

9 RIGHT TO AUDIT

The State Legislative Auditor, BRCC, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to BRCC's operation which are designated confidential by BRCC and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to BRCC. The identification of all such confidential data and information as well as BRCC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by BRCC in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by BRCC to be adequate for the protection of BRCC's confidential information, such methods and procedures may be used, with the written consent of BRCC, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from BRCC, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to BRCC for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, BRCC, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to BRCC. Such insurance shall name BRCC as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by BRCC shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify BRCC if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18 NOT APPLICABLE

19 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

20 ENTIRE AGREEMENT

This contract, together with the RFP and addenda issued thereto by BRCC, the proposal submitted by the Contractor in response to BRCC's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

21. ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

(Agency specific terms and conditions may be added, if needed.)

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

ATTACHMENT IV:**COST INFORMATION**

Task 1 \$ _____

Task 2 \$ _____

Task 3 \$ _____

Task 4 \$ _____

TOTAL COST \$ _____